

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

CATHERINE HARRIS,

Plaintiff,

vs.

PROGRESSIVE NORTHERN INSURANCE  
CO.,

Defendant.

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Case No.: CIV-15-1252-HE

**COMPLAINT**

COMES NOW, Catherine Harris, by and through her Attorney, Jim Buxton, for her claims against Defendant, Progressive Northern Insurance, Co., alleges and states the following:

1. That Plaintiff is a resident of Lincoln County, Oklahoma.
2. That Defendant, Progressive Northern Insurance, Co., (hereinafter “Defendant” or “Progressive”) is an insurance company, doing business in the state of Oklahoma, with its principal place of business being located in Mayfield Village, Ohio.
3. That all events giving rise to the causes of action set forth herein occurred in Lincoln County. Pursuant to 28 U.S.C. § 1332, jurisdiction and venue are proper in the U.S. District Court for the Western District of Oklahoma.

**FACTS**

4. That on or around May 1, 2012, Plaintiff was issued an insurance policy underwritten by Progressive, which provided Plaintiff with comprehensive insurance coverage for her vehicle, a Ford F-250 Pickup.
5. That pursuant to the terms of the policy, all damages that are the result of theft and/or vandalism of a vehicle are covered under the insurance policy at issue.

6. That on March 15, 2015, Plaintiff's vehicle was located at a service shop, located at Red Hot Recovery Lot, 332061 E. Highway 66 Wellston, Oklahoma, 74881, when it was stolen, vandalized, and extensively damaged.
7. That when Plaintiff submitted the claim, Progressive embarked on an intentional, systematic and calculated campaign to delay and ultimately deny Plaintiff the policy benefits due to her under the contract of insurance for which she had paid her policy premiums.
8. That as a result of the conduct of Progressive, and its agents, Plaintiff has been wrongfully denied benefits due owed to her under the contract of insurance, and has suffered and will continue to suffer as a result of Progressive's conduct, acts, and omissions.

**FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

COMES NOW Plaintiff, Catherine Harris, for her first cause of action against the Defendants, restates, adopts, and re-alleges the above allegations as stated in paragraphs (1) through (8) and further alleges and states as follows:

9. That on, March 15, 2015, Plaintiff had in place an insurance policy with Defendant Progressive. As an insured, Plaintiff is entitled to timely payment of policy benefits including, but not limited to, comprehensive insurance coverage for damages that result from the theft and/or vandalism of Plaintiff's vehicle on March 15, 2015.
10. That when Plaintiff submitted her claim under her insurance policy, Progressive breached the contractual provisions of the policy when it refused to pay the proper amount of Plaintiff's claim.

11. That Progressive has failed to make timely and proper payment of Plaintiff's claim, and as such, has breached the contract of insurance.
12. That Progressive has no just or legal reason to refuse Plaintiff her contractual benefits and said refusal is grounded in spite, ill-will and malice.

**SECOND CAUSE OF ACTION: INSURANCE BAD FAITH**

COMES NOW Plaintiff, Catherine Harris, for her second cause of action against the Defendants, restates, adopts, and re-alleges the above allegations as stated in paragraphs (1) through (12) and further alleges and states as follows:

13. That Progressive has a duty to deal fairly and in good faith with Plaintiff.
14. That Progressive unreasonably failed to deal fairly with Plaintiff thereby breaching their duty to deal fairly and in good faith by failing to timely, properly, fully, and reasonably investigate the facts of the incident and reasonably evaluate and pay Plaintiff's claim.
15. That upon information and belief, the Plaintiff further alleges that the actions of Progressive during the handling of her claim were not isolated events, but rather were consistent with approved company-wide practices or policies which reward and encourage the systematic reduction, delay or avoidance of the payment of claims.
16. That as a direct and proximate result of the actions of Progressive, the Plaintiff has been damaged in an amount in excess of Seventy-Five Thousand Dollars and No/100 (\$75,000.00).

**THIRD CAUSE OF ACTION: PUNITIVE DAMAGES**

COMES NOW Plaintiff, Catherine Harris, for her third cause of action against the Defendant, restates, adopts, and re-alleges the above allegations as stated in paragraphs (1) through (16) and further alleges and states as follows:

17. That the actions of Defendant Progressive during the handling of Plaintiff's claim demonstrate they intentionally, and with malice, breached their duty to deal fairly and in good faith. The actions of Defendants were intentional, malicious, and consistent with an overall collective corporate goal of increasing profits through the systematic reduction or avoidance of claims. The Plaintiff, therefore, seeks punitive damages in an amount in excess of Seventy-Five Thousand Dollars and No/100 (\$75,000.00).

WHEREFORE, Plaintiff, respectfully requests that this Court grant judgment in her favor on each and every count contained in this Complaint and award damages, including punitive damages, costs and reasonable attorney fees against Defendant in an amount greater than Seventy-Five Thousand Dollars and No/100 (\$75,000.00), and grant Plaintiff such other relief as this Court deems just, reasonable and equitable.

Respectfully submitted,

**ATTORNEY'S LIEN CLAIMED  
JURY TRIAL DEMANDED**

/s/ Jim Buxton  
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